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E-filing

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 OAKLAND DIVISION

UNITED STATES FIDELITY AND GUARANTY
 COMPANY, et al.,

Plaintiffs,

v.

THE SCOTT COMPANIES, INC., et al.

Defendants

CASE NO. C 03 5376-SBA
 AND ORDER
 STIPULATION RE: ISSUANCE OF
 TEMPORARY RESTRAINING
 ORDER; ORDER THEREON
 [Before Magistrate Judge Chen Per
 Terms Of Settlement Agreement]

Plaintiffs United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company and St. Paul Medical Liability Insurance Company (collectively, "St. Paul") and Defendants Robert T. Nurisso ("Nurisso") and Joseph A. Guglielmo ("Guglielmo"), by and through their counsel of record herein, hereby stipulate and agree as follows:

WHEREAS,

A. On September 12, 2006, St. Paul filed a Motion for the Issuance of Temporary Restraining Order in Connection with St. Paul's Motion for a Judgment Against Robert Nurisso and Joseph Guglielmo ("Motion"). By the Motion, St. Paul seeks the issuance of a Temporary Restraining Order ("TRO") against Nurisso and Guglielmo, and their respective officers, agents, servants, employees and attorneys and all those in active concert or participation with them, restraining them from transferring or

1 otherwise encumbering certain assets in which they have an ownership interest.

2 B. More specifically, St. Paul seeks a TRO:

3 (1) Against Nurisso for the asset identified by him on his sworn financial statement dated
4 March 21, 2005 as "Wild Horse LP," including its component assets which include 15700 S. McKinley
5 Avenue, LLC, Able Calvine Self Storage, LLC ("Able Calvine"), and Able Taylor Self Storage, LLC, and
6 two promissory notes made by Roseville Fuel Plaza, LLC to Able Calvine Self Storage, LLC and to
7 Crown Point Apartments in which Nurisso claims an interest, including his community property interest
8 therein as well as any proceeds of such assets (collectively, "Nurisso's Assets"); and

9 (2) Against Guglielmo for the asset identified on his sworn financial statement dated
10 March 21, 2005 as "Guggs Investments, LP," including its component assets, which include 15700 S.
11 McKinley Avenue, LLC, Hayes-Cole, LP, Westwood Property, LP and two certain promissory notes by
12 Robert Nurisso, including his community property interest therein as well as any proceeds of such assets
13 (collectively, "Guglielmo's Assets").

14 C. Nurisso has represented that the sale of Able-Calvine is presently pending, and that the
15 issuance of the TRO will cause the sale to not proceed.

16 **WHEREFORE**, in order to facilitate the sale of Able Calvine and to protect St. Paul's position
17 with respect to Nurisso's Assets and Guglielmo's Assets, St. Paul, Nurisso and Guglielmo hereby
18 stipulate and agree that:

19 1. A TRO shall immediately issue restraining Nurisso, and his officers, agents, servants,
20 employees and attorneys and all those in active concert or participation with him, from transferring or
21 otherwise encumbering Nurisso's Assets until the further hearing by the Court on the issuance of a
22 Preliminary Injunction based upon St. Paul's Motion, except for Able Calvine, which shall be treated as
23 follows: (1) Able-Calvine shall not be subject to the TRO in order to facilitate the sale of the asset to a
24 third party; and (2) Nurisso's portion of the proceeds of the sale of Able Calvine, which is 50%, shall be
25 placed in an account of a bank to be mutually agreed upon by St. Paul and Nurisso and, immediately upon
26 the close of the sale, shall be subject to the TRO.

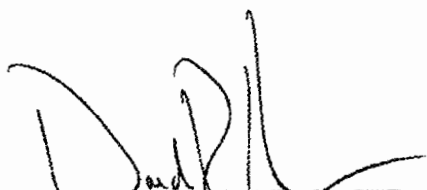
27 2. A TRO shall immediately issue restraining Guglielmo, and his officers, agents, servants,
28 employees and attorneys and all those in active concert or participation with him, from transferring or

1 otherwise encumbering Guglielmo's Assets until the further hearing by the Court on the issuance of a
 2 Preliminary Injunction based upon St. Paul's Motion.

3 3. The hearing on the issuance of a Preliminary Injunction shall be set for November 6, 2006,
 4 or as soon thereafter as the Court's calendar permits. Nurisso's and Guglielmo's written oppositions to
 5 the issuance of a Preliminary Injunction shall be filed and served two (2) weeks before the date of the
 6 hearing. St. Paul's reply/replies to Nurisso's and Guglielmo's oppositions shall be filed and served one
 7 (1) week before the date of the hearing.

8 IT IS SO STIPULATED.

9
 10 Dated: September 21, 2006


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 Attorneys for Plaintiffs

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 14
 15 Dated: September __, 2006

Richard W. Miller, Esq.
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 4310 Madison Avenue
 Kansas City, Missouri 64111
 Tel: (816) 531-0755; Fax (800) 982-3150
 Attorneys for Defendants

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 19
 20 **ORDER**

21 Based upon the foregoing stipulation, and good cause therefore, the Court orders as follows:

22 1. That a temporary restraining order immediately issue restraining and enjoining Robert
 23 Nurisso, and his officers, agents, servants, employees and attorneys and all those in active concert or
 24 participation with him, from transferring or encumbering in full or in part the asset identified as "Wild
 25 Horse LP," including its component assets which include 15700 S. McKinley Avenue, LLC and Able
 26 Taylor Self Storage, LLC, including his community property interest therein as well as any proceeds of
 27 such assets. The temporary restraining order shall further restrain and enjoin Robert Nurisso, and his
 28 officers, agents, servants, employees and attorneys and all those in active concert or participation with

1 otherwise encumbering Guglielmo's Assets until the further hearing by the Court on the issuance of a
 2 Preliminary Injunction based upon St. Paul's Motion.

3 3. The hearing on the issuance of a Preliminary Injunction shall be set for November 6, 2006,
 4 or as soon thereafter as the Court's calendar permits. Nurisso's and Guglielmo's written oppositions to
 5 the issuance of a Preliminary Injunction shall be filed and served two (2) weeks before the date of the
 6 hearing. St. Paul's reply/replies to Nurisso's and Guglielmo's oppositions shall be filed and served one
 7 (1) week before the date of the hearing.

8 IT IS SO STIPULATED.

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 10 Dated: September __, 2006

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 20 **ORDER**

21 Based upon the foregoing stipulation, and good cause therefore, the Court orders as follows:

22 1. That a temporary restraining order immediately issue restraining and enjoining Robert
 23 Nurisso, and his officers, agents, servants, employees and attorneys and all those in active concert or
 24 participation with him, from transferring or encumbering in full or in part the asset identified as "Wild
 25 Horse LP," including its component assets which include 15700 S. McKinley Avenue, LLC and Able
 26 Taylor Self Storage, LLC, including his community property interest therein as well as any proceeds of
 27 such assets. The temporary restraining order shall further restrain and enjoin Robert Nurisso, and his
 28 officers, agents, servants, employees and attorneys and all those in active concert or participation with

1 him, from transferring or encumbering in full or in part the certain promissory note dated July 1, 2001 in
 2 the amount of \$776,086 payable by Roseville Fuel Plaza, LLC to Crown Point Apartments and the certain
 3 promissory note in the amount of \$439,528 payable by Roseville Fuel Plaza, LLC to Able Calvine
 4 Storage, LLC, including his community property interest therein as well as any proceeds of such assets.
 5 The temporary restraining order shall remain in place until the further hearing by the Court on the
 6 issuance of a Preliminary Injunction based upon St. Paul's Motion for the Issuance of Temporary
 7 Restraining Order in Connection with St. Paul's Motion for a Judgment Against Robert Nurisso and
 8 Joseph Guglielmo ("Motion").

9 2. That Robert Nurisso be permitted to proceed with the sale of his interest in Able Calvine
 10 Self Storage, LLC ("Able Calvine"), but Robert Nurisso's portion of the proceeds, including his
 11 community property interest therein, which is understood to be 50%, be immediately placed into an
 12 account of a bank that is mutually agreeable to Robert Nurisso and St. Paul to be held in trust and
 13 immediately subject to the temporary restraining order pending the further order of the Court.

14 3. A TRO shall immediately issue restraining and enjoining Joseph Guglielmo, and his
 15 officers, agents, servants, employees and attorneys and all those in active concert or participation with
 16 him, from transferring or otherwise encumbering in full or in part the asset identified as "Guggs
 17 Investments, LP," including its component assets, which include 15700 S. McKinley Avenue, LLC,
 18 Hayes-Cole, LP, Westwood Property, LP and two certain promissory notes by Robert Nurisso, and any
 19 proceeds therefrom, until the further hearing by the Court on the issuance of a Preliminary Injunction
 20 based upon St. Paul's Motion.

21 4. A hearing on the issuance of a Preliminary Injunction based upon the facts and
 22 circumstances set forth in St. Paul's Motion shall be set for NOVEMBER 8 at 3:00 a.m/p.m.
 23 before Magistrate Judge Chen. The following briefing schedule shall apply to the hearing: Robert
 24 Nurisso's and Joseph Guglielmo's written oppositions to the issuance of a Preliminary Injunction shall be
 25 filed and served on OCTOBER 23, 2006, BY 9:00 A.M. St. Paul's reply/replies to Robert Nurisso's and Joseph
 26 Guglielmo's oppositions shall be filed and served on OCTOBER 30, 2006, BY 9:00 A.M.

27 IT IS SO ORDERED.

28 Dated: September 22, 2006


 MAGISTRATE JUDGE EDWARD M. CHEN

* COURTESY COPIES SHALL
 BE DELIVERED DIRECTLY
 TO CHAMBERS BY
 NOON THE
 DAY THE